

WALK ON #1

Lee County Board Of County Commissioners

Agenda Item Summary

Blue Sheet No. 20050223

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the purchase of a +/-2 acre parcel of land for the Pine Island Boat Ramp Project No. 203090, pursuant to the terms and conditions as set forth in the Purchase Agreement; authorize the Chairman on behalf of the Board of County Commissioners to sign the Purchase Agreement, authorize payment of necessary fees to close; authorize the Division of County Lands to handle and accept all documentation necessary to complete the transaction. The purchase price is \$3,000,000.00. Also approve Budget Transfer of \$1,530,000.00 from General Reserves and Budget Resolution to increase the Pine Island Boat Ramp Project and amend FY 04/05 - 08/09 CIP accordingly.

WHY ACTION IS NECESSARY: The Board must formally accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: The acquisition of a +/-2 acre site for a Pine Island Boat Ramp.

2. DEPARTMENTAL CATEGORY: 06  
COMMISSION DISTRICT # 1

3. MEETING DATE: 02-15-2005

4. AGENDA:

5. REQUIREMENT/PURPOSE:  
(Specify)

6. REQUESTOR OF INFORMATION:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

- STATUTE 125
- ORDINANCE
- ADMIN. CODE
- OTHER

- A. COMMISSIONER
- B. DEPARTMENT Independent
- C. DIVISION County Lands
- BY: Karen L. W. Forsyth, Director

7. BACKGROUND: This acquisition consists of the fee interest in +/-2 acres of land. It currently operates as a marina and boat ramp.

Negotiated for: Department of Construction and Design

Interest to Acquire: Fee Simple interest

Property Details:

Owner: Paul Gladding and Louise Gladding  
Address: 7290 Barrancas Avenue, Bokeelia,  
STRAP No.: 30-43-22-18-00000.001A and 30-43-22-07-0000B.0010

Purchase Details:

Purchase Price: \$3,000,000  
Costs to Close: \$ 30,000

Appraisal Information:

The Purchase Agreement is conditioned upon an appraisal stating a value of at least \$3,000,000.

Staff Recommendation: Staff recommends the Board approve the Requested Motion.

Account: Funds will be available in account string 20309030104.506110 & 20309030100.506110

Attachments: Purchase Agreement, Title Information, Area Map, Sales History, Budget Resolution, Budget Transfer

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: 2/14/05  
Time: 11:00  
Forwarded To: ADMIN 2/14/05

RECEIVED BY  
COUNTY ADMIN: EN  
2/14/05 11:00 AM  
COUNTY ADMIN  
FORWARDED TO:  
2/14/05 12:35

**BOARD OF COUNTY COMMISSIONERS**

**WALK ON AGENDA ITEMS**

**MEETING DATE: February 15, 2005**

**WO #      DESCRIPTION**

**WO #1      ACTION REQUESTED:**

**Approve the purchase of a +/-2 acre parcel of land for the Pine Island Boat Ramp Project No. 203090, pursuant to the terms and conditions as set forth in the Purchase Agreement; authorize the Chairman on behalf of the Board of County Commissioners to sign the Purchase Agreement, authorize payment of necessary fees to close; authorize the Division of County Lands to handle and accept all documentation necessary to complete the transaction. The purchase price is \$3,000,000.00. Also approve Budget Transfer of \$1,530,000.00 from General Reserves and Budget Resolution to increase the Pine Island Boat Ramp Project and amend FY 04/05 – 08/09 CIP accordingly.**

**WHY ACTION IS NECESSARY:**

**The Board must formally accept all real estate conveyances to Lee County.**

**WHAT ACTION ACCOMPLISHES:**

**The acquisition of a +/-2 acre site for a Pine Island Boat Ramp. (#20050223-County Lands)**

**REASON FOR WALK ON:**

**To contractual bind the parties in order to prevent the property from being purchased by any other third party purchaser in a rapidly moving marketplace.**

**BOARD: ALBION HALL JUDAH JANES ST. CERNY  
COMMISSION RECEPTION DESK  
DONALD STILWELL, COUNTY MANAGER  
WILLIAM HAMMOND, DEPUTY COUNTY MANAGER  
HOLLY SCHWARTZ, ASSISTANT COUNTY MANAGER  
PETE WINTON, ASSISTANT COUNTY MANAGER**

**ANTONIO MAJUL, BUDGET SERVICES  
DAVID M. OWEN, COUNTY ATTORNEY  
JAMES LAVENDER, PUBLIC WORKS  
PUBLIC RESOURCES OFFICE  
LISA PIERCE, MINUTES**

**DATE AND TIME DISTRIBUTED: 02-14-05 1:30 PM**

**From:** Karen Forsyth  
**To:** Geren, Patricia  
**Date:** 2/14/05 10:43AM  
**Subject:** Request for WALK-ON TOMORROW, 2/15

Hi Kathy,

We need to request a WALK-ON for tomorrow's Board Meeting. The blue sheet is currently being routed throughout, and should arrive in your office momentarily. Here is the data you may require:

**1) Bluesheet Number:** 20050223

**2) Action Requested:** "Approve the purchase of a +/- 2 acre parcel of land for the Pine Island Boat Ramp Project No. 203090,".....

**3) Purpose for Walk-on:** A rare opportunity has presented itself for the County to quickly secure a much needed existing boat ramp facility located on the north end of Pine Island. Staff is of the opinion, the walk-on of the purchase agreement, is necessary to contractual bind the parties in order to prevent the property from being purchased by any other third party purchaser in a rapidly moving marketplace.

Please let me know if you require any further information.

Karen L.W. Forsyth, SR/WA  
FL. R.E. Broker, Lic. #422511  
County Lands Division Director  
Lee County Government  
P.O. Box 398  
Ft. Myers, FL 33902  
kforsyth@leegov.com  
(239) 479-8505  
(239) 479-8391 (fax)

Please note: Florida has a very broad public records law. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

**CC:** Clemens, Robert; Henry, Joan; Lavender, James; Schwartz, Holly; Winton, Pete

**Division of County Lands**

**Ownership and Easement Search**

Search No. 30-43-22-18-00000.001A and  
30-43-22-07-00000B.0010

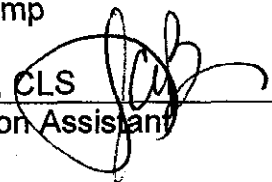
Date: February 11, 2005

Parcel:

Project: Bokeelia Boat Ramp

To: Robert G. Clemens, SRWA  
Acquisition Program Manager

From: Shelia A. Bedwell, CLS  
Property Acquisition Assistant



STRAP: 30-43-22-18-00000.001A and 30-43-22-07-0000B.0010

Effective Date: January 29, 2005, at 5:00 p.m.

**Subject Property:** See attached Exhibit "A"

Title to the subject property is vested in the following:

**Paul Gladding and Louise Gladding, husband and wife**

By those certain instruments recorded November 23, 1994 in Official Record Book 2553, Pages 2986, 2989 and 2990, Public Records of Lee County, Florida.

**Easements:**

1. Conveyance to Lee County, recorded in Official Record Book 411, Page 684, Public Records of Lee County, Florida.
2. Reservation of a permanent easement over and across the East 50 feet of subject property, as described in Official Record Book 2553, Page 2990, Public Records of Lee County, Florida.
3. Six foot strip of land reserved for public utility easement along the street side of lots, as recited on recorded plat of Sandy Shoals, recorded in Plat Book 22, Page 110, Public Records of Lee County, Florida.

NOTE (1): Mortgage executed by Paul Gladding and Louise Gladding, individually and as husband and wife and Gladding Boat Works, Inc., a Florida corporation in favor of Edna F. Phillips dated November 18, 1994, recorded November 23, 1994, in Official Record Book 2553, Page 2992, Public Records of Lee County, Florida.

NOTE (2): Financing Statement between Gladding Boat Works, Inc., a Florida corporation and Edna F. Phillips, recorded in Official Record Book 2553, Page 3010, Public Records of Lee County, Florida.

**Tax Status:** 2004 taxes have been paid in full.

*(The end user of this report is responsible for verifying tax and/or assessment information.)*

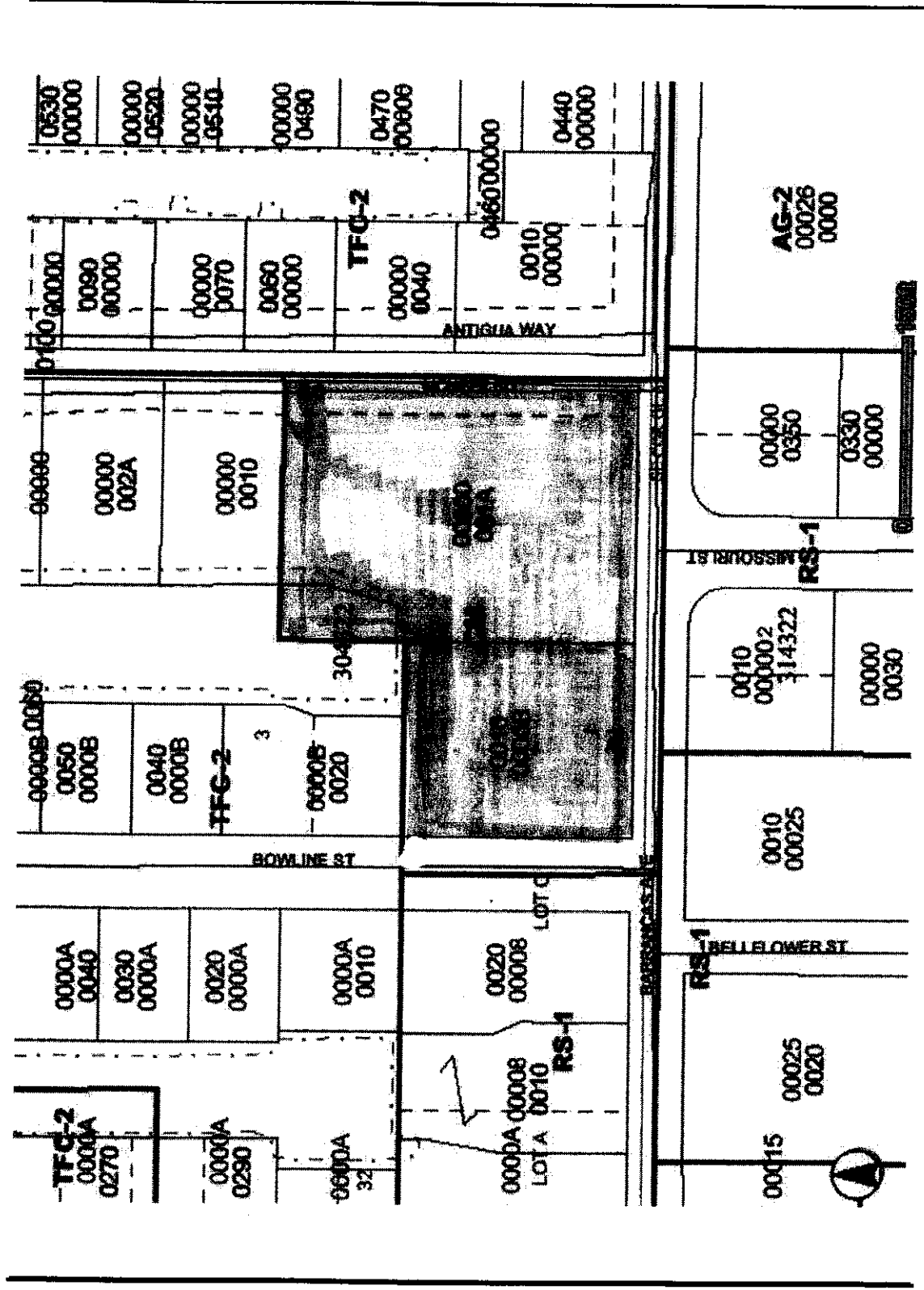
**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees or warranty as to its accuracy.**

EXHIBIT "A"

Commencing at the Southwest corner of Government Lot 6, Section 30, Township 43 South, Range 22 East, Tallahassee Meridian, Lee County, Florida; thence East 1118.17 feet along the South line of said Government Lot 6 and North 25 feet to the point of beginning; thence from said point of beginning, North 290 feet; thence East to a point 15 feet West of the East line of said Government Lot 6; thence South parallel to said East line 290 feet to a point 15 feet West and 25 feet North to the Southeast corner of said Government Lot 6; thence West 223.17 feet along a line 25 feet North of the South line of said Government Lot 6 to the point of beginning. A permanent easement is hereby reserved over and across the East 50 feet of the above described property. Said 50 feet to be used as right-of-way for a public access road.

AND

Lot 1, Block "B", of SANDY SHOALS, Plat Book 22, Page 110 of the Public Records of Lee County, Florida.

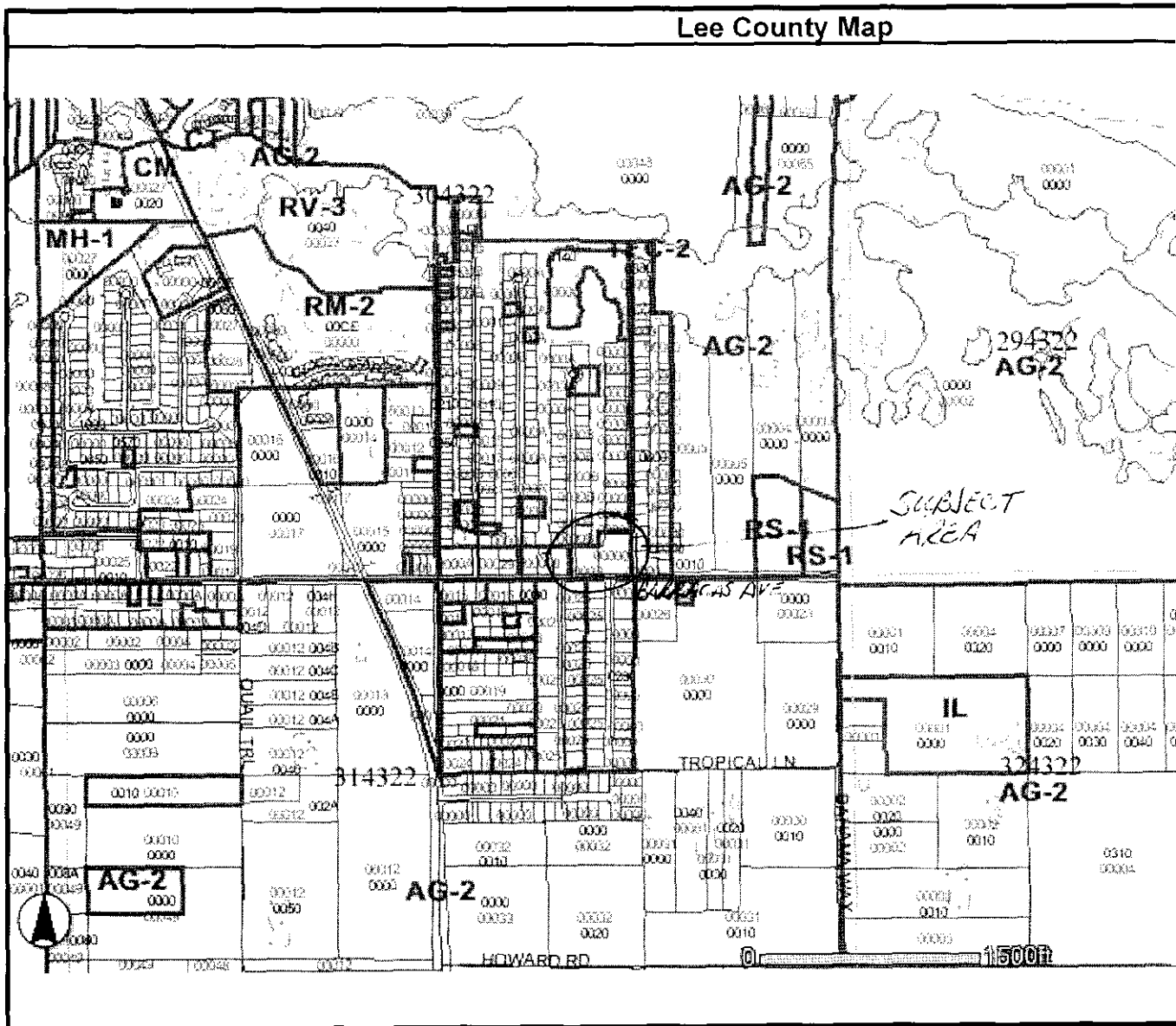


# 5-Year Sales History

Pine Island Boat Ramp

Project No. 203090

NO SALE in LAST 5 YEARS







**RESOLUTION # 05-02-30**

Amending the Budget of Capital Improvements-Fund 30100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2004-2005.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Capital Improvements-Fund 30100 budget for \$1,530,000 of the unanticipated revenue from General Fund and an appropriation of a like amount for construction costs and;

**WHEREAS**, the Capital Improvements-Fund 30100 budget shall be amended to include the following amounts which were previously not included.

**ESTIMATED REVENUES**

Prior Total:		\$126,996,476
Additions		
GC5890130100.381000.900100	Transfer from 00100	1,530,000

Amended Total Estimated Revenues \$128,526,476

**APPROPRIATIONS**

Prior Total:		\$126,996,476
Additions		
20309030100.506540	Construction Improvements	1,530,000

Amended Total Appropriations \$128,526,476

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the Capital Improvements-Fund 30100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this 15<sup>th</sup> day of February, 2005.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BY: Michelle S Cooper  
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

[Signature]  
CHAIRMAN

APPROVED AS TO FORM

[Signature]  
OFFICE OF COUNTY ATTORNEY



WO#1  
2-15-05

**COPY**

This document prepared by  
Lee County  
County Lands Division  
Project: Bokeelia Boat Ramp  
STRAP No.: 30-43-22-18-00000.001A & 30-43-22-07-0000B.0010

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this 15th day of February, 2005 by and between Paul Gladding and Louise Gladding, his wife as tenants of the entirety, hereinafter referred to as SELLER, whose address is PO Box 470, Bokeelia, FL 33922, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 2 acres more or less and improvements, and located at 7290 Barrancas Avenue, Bokeelia, FL and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Bokeelia Boat Ramp Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Three million dollars (\$3,000,000.00), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** BUYER will obtain at SELLER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$3,000,000.00, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 2 of 6

to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 3 of 6

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.

10. **ENVIRONMENTAL AND ASBESTOS AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit and asbestos audit of the Property. If the audit identifies environmental and/or asbestos problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 4 of 6

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 5 of 6

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 90 days from the date this Agreement is made. However, SELLER will have the option to extend the closing an additional 60 days, with a 20 day written advanced notice to extend the closing. The time and location of closing may be changed by mutual agreement of the parties.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

WITNESSES:

[Signature]  
\_\_\_\_\_

SELLER:

Paul Gladding 2-11-05  
Paul Gladding (DATE)

WITNESSES:

[Signature]  
\_\_\_\_\_

SELLER:

Louise Gladding 2-11-05  
Louise Gladding (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY: Michelle S. Cooper 2-15-05  
DEPUTY CLERK (DATE)

BY: [Signature]  
CHAIRMAN OR VICE CHAIRMAN



APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

[Signature] 2-15-05  
COUNTY ATTORNEY (DATE)



SPECIAL CONDITIONS

1. This Agreement for Purchase and Sale of Real Estate is conditioned on BUYER obtaining an appraisal, from a County approved appraiser, stating a value of at least \$3,000,000.00.
2. All boat storage leases and rental agreements must be terminated and all boats removed prior to closing.
3. All leases and rental agreements for dwellings/structures, commercial or residential; must be terminated, and all personal property removed, prior to closing.
4. All fuel tanks must be properly emptied and all hazardous materials removed from subject property prior to closing.
5. Within 10 days of execution of the Agreement, BUYER will deposit with Waggoner & Bruehl, P.A., "Escrow Agent", the sum of \$5,000.00 as earnest money deposit. This deposit will be fully refundable; upon the request of BUYER, if the SELLER cannot fulfill the terms and conditions of this Agreement. At closing, the deposit will be applied as a credit of \$5,000 for the BUYER.

WITNESSES:

*[Signature]*  
 \_\_\_\_\_

SELLER:

*Paul Gladding* 2-11-05  
 Paul Gladding (DATE)

WITNESSES:

*[Signature]*  
 \_\_\_\_\_

SELLER:

*Louise Gladding* 2-11-05  
 Louise Gladding (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

BY: *Michelle L Cooper* 2-15-05  
 DEPUTY CLERK (DATE)

BY: *[Signature]*  
 CHAIRMAN OR VICE CHAIRMAN



APPROVED AS TO LEGAL FORM AND SUFFICIENCY

*[Signature]* 02-15-05  
 COUNTY ATTORNEY (DATE)

## EXHIBIT "A"

Commencing at the Southwest corner of Government Lot 6, Section 30, Township 43 South, Range 22 East, Tallahassee Meridian, Lee County, Florida; thence East 1118.17 feet along the South line of said Government Lot 6 and North 25 feet to the point of beginning; thence from said point of beginning, North 290 feet; thence East to a point 15 feet West of the East line of said Government Lot 6; thence South parallel to said East line 290 feet to a point 15 feet West and 25 feet North to the Southeast corner of said Government Lot 6; thence West 223.17 feet along a line 25 feet North of the South line of said Government Lot 6 to the point of beginning. A permanent easement is hereby reserved over and across the East 50 feet of the above described property. Said 50 feet to be used as right-of-way for a public access road.

AND

Lot 1, Block "B", of SANDY SHOALS, Plat Book 22, Page 110 of the Public Records of Lee County, Florida.